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2010 APR -5 PM 3:33
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

"VIA FAX"

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12 Attorneys for Plaintiff, DOMINIQUE OSBORNE, et al.

13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 DOMINIQUE OSBORNE, on her own
16 behalf and on behalf of a class of
17 similarly situated persons pursuant to
18 F.R.C.P. 23 and 23 U.S.C. §216, and on
19 behalf of the General Public,

20 Plaintiffs,

21 vs.

22 THE PRUDENTIAL INSURANCE
23 COMPANY OF AMERICA, a New
24 Jersey Corporation,

25 Defendant.

CV10 2465 JFW

COMPLAINT IN COLLECTIVE
AND CLASS ACTION

(DEMAND FOR JURY TRIAL)

Judge: Hon.
Dept.:

(CWx)

26 Dominique Osborne, individually and on behalf of all others similarly
27 situated (hereinafter collectively "Plaintiffs"), by their attorneys Teeple Hall,
28 L.L.P., allege upon personal knowledge as to themselves and upon information
and belief as to other matters, as follows:

1. Plaintiff Osborne is a former customer service call center
representative employed by Defendant THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA (hereinafter "Prudential"). Prudential's call center
employees, including Plaintiff Osborne, were, and are, required to conduct

1 uncompensated activities that are necessary and indispensable to the principal
2 work of Plaintiff Osborne and others similarly situated at the various Prudential
3 call centers.

4 2. Prudential operates customer service call centers in California,
5 Pennsylvania, Connecticut, New Jersey, Texas, Illinois and Iowa among other
6 states.

7 3. Plaintiff Osborne, and others similarly situated, worked in Agoura
8 Hills, California and other locations throughout the United States and California
9 as customer service representatives handling telephone inquiries from Prudential
10 customers regarding various Prudential programs and services.

11 4. This is an action alleging failure to pay all wages due, in violation of
12 the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (hereinafter “FLSA”).
13 Plaintiff seeks to recover unpaid wages and overtime compensation on behalf of
14 herself and other similarly situated current and former hourly and misclassified
15 salaried telephone customer service representatives employed by Prudential from
16 March 29, 2007 to the entry of final judgment in this action, who elect to opt-in
17 to this action pursuant to the collective action provision of the FLSA, 29 U.S.C. §
18 216(b) (the “FLSA Class”).

19 5. Plaintiff also brings this action on behalf of herself and all persons
20 who were, are, or will be employed by Prudential at any time from March 29,
21 2007 through the date of the final disposition of this action (the “ERISA Class
22 Period”) who have not received full compensation for all hours worked, and who
23 were, are, or will be covered by Prudential’s 401(k) Plan. This group is
24 hereinafter referred to as the “ERISA Class”.

25 6. Prudential’s ongoing pattern and practice of denying its telephone
26 customer service employees the full wages to which they are entitled permits the
27 FLSA and ERISA Classes to recover, inter alia, (a) payment of overtime wages at
28 the rate of one and one-half times the employees’ regular rate for all hours

1 worked in excess of forty (40) hours in any given workweek; (b) unpaid overtime
 2 compensation due to Prudential's failure to include all compensation in
 3 calculating the regular rate for overtime premium pay; (c) liquidated damages;
 4 (d) prejudgment interest; (e) attorneys' fees and costs, pursuant to 29 U.S.C. §§
 5 201 et seq. and Section 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3); and (f)
 6 compensation for time worked but left uncompensated.

7 JURISDICTION OF VENUE

8 7. Jurisdiction over Plaintiff's claims is based upon: Section 16(b) of
 9 the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 216(b); Section
 10 501 (3)(1) of the Employee Retirement Income Security Act ("ERISA"), 29
 11 U.S.C. § 1132(e)(1); and 29 U.S.C. §§ 1331 and 1337.

12 8. This Court is empowered to issue a declaratory judgment under 28
 13 U.S.C. §§ 2201 and 2202.

14 9. Venue herein is proper under 28 U.S.C. §§ 1391(b) and (c) because
 15 all or a substantial part of the events or omissions giving rise to the claims
 16 accrued in the State of California and Prudential's contacts with within this
 17 District are sufficient and substantial.

18 10. This District of California has personal jurisdiction over Prudential
 19 because Prudential (a) does business in California, (b) operates multiple call
 20 centers in California, (c) employs hundreds of workers in California, and (d)
 21 because a substantial part of the events or omissions giving rise to the claims
 22 accrued in the State of California and within the district where Prudential
 23 transacts business.

24 THE PARTIES

25 11. Plaintiff Dominique Osborne, at all material times, was an adult
 26 individual residing in Simi Valley, California.

27 12. Plaintiff Osborne was employed by Prudential from approximately
 28 August of 2008 to July of 2009.

Case No.

1 19. Upon information and belief, in addition to call centers located in
2 California, Prudential call centers are located in Pennsylvania, Texas, New
3 Jersey, Illinois and Iowa.

4 20. The FLSA regulates, among other things, the payment of all hours
5 worked, including overtime pay by employers whose employees are engaged in
6 commerce, or engaged in the production of goods for commerce, or employed in
7 an enterprise engaged in commerce or in the production of goods for commerce
8 (29 U.S.C. § 207(a)(1)). Prudential is, and was, subject to the pay requirements
9 of the FLSA, because it is an enterprise engaged in commerce and its employees
10 are engaged in commerce.

11 21. Upon information and belief, Prudential was the “employer” of
12 Plaintiffs as that term is defined by the federal laws pled herein (29 U.S.C. §
13 203(d).

14 22. Upon information and belief, Plaintiffs were “employees” of
15 Prudential as that term is defined by the federal laws pled herein. (29 U.S.C. §
16 203(e).

17 23. Upon information and belief, and at all times relevant hereto,
18 Prudential was aware of applicable federal laws and regulations governing wages
19 and overtime compensation.

20 24. Prudential is the plan sponsor and, upon information and belief, a
21 named fiduciary of Prudential 401(k) plan (hereinafter “the plan”). Alternatively,
22 Prudential exercises discretionary authority through its owners and officers and
23 the Plan administrator with respect to management and disposition of the Plan
24 assets. The actions of the owners, officers, administrators and other employee
25 fiduciaries with respect to the Plan are imputed to Prudential through the doctrine
26 of respondeat superior, rendering Prudential liable for their actions.

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FACTUAL ALLEGATIONS

25. Plaintiffs and other similarly situated current and former non-exempt, hourly employees at Prudential call centers nationwide were not paid for all of the hours that they worked, including overtime compensation due for all hours worked above and beyond forty hours in a single work week.

26. Plaintiffs were required by Prudential to perform work related duties off the clock. Plaintiffs were not compensated for work duties performed before and after each scheduled shift and during unpaid rest and meal breaks. Accordingly, Plaintiffs and the members of the FLSA Class have not been paid for all hours actually worked.

27. Plaintiff and the FLSA and ERISA Classes are and were subject to Prudential's policies and practices of failing to accurately record and compensate its employees for any and all overtime worked, and Prudential's policy and practice of failing to credit all compensation earning or owing as compensation under the 401(k) plan.

28. Plaintiffs spent time before each shift engaging in work activities such as booting up and logging on to their computers, and logging on the multiple computer and phone programs. These activities began the continuous workday and were necessary and indispensable to Plaintiffs' principal work and were performed for the benefit of Prudential.

29. Plaintiffs spent time at the end of each shift engaging in work activities such as completing answering and servicing Prudential customer telephone calls, shutting down and logging off of their computers, and logging out of multiple computer and phone programs. At the end of their paid shifts, Plaintiffs were required to complete paperwork, write correspondence to customers, and perform other tasks that were necessary and indispensable to Plaintiffs' principal work and were performed for the benefit of Prudential. All of these activities are included within the continuous workday.

30. Plaintiffs were required to stay on a telephone call with a customer until the call was complete. If the call continued into the time allotted for Plaintiffs' rest or meal breaks or shift end, Plaintiffs and members of the FLSA Class were required to continue servicing the call, without compensation. This work activity is part of the continuous workday.

31. At all relevant times, Prudential's time keeping program automatically deducted thirty (30) minutes for lunch each day, regardless of whether Plaintiff and other members of the FLSA Class performed work during the lunch period.

32. At all relevant times, Prudential had the ability to accurately record the actual time Plaintiffs spent working. There are no administrative burdens associated with recording Plaintiffs actual work time. Nevertheless, Plaintiffs were only paid according to their scheduled shift times.

33. At all relevant times, Prudential paid Plaintiffs and members of the FLSA Class earned incentive payments. Incentive payments were not included in calculating the regular rate of pay for purposes of paying overtime under the FLSA. Consequently, Prudential has failed to pay the appropriate overtime compensation due under the FLSA.

34. Prudential's failure to pay Plaintiffs and similarly situated FLSA Class members the proper wages for all hours worked, as set forth in the preceding paragraphs, occurs on a daily basis. These violations were and are ongoing, continuous, knowing and willful.

COLLECTIVE AND CLASS ACTION ALLEGATIONS

35. Plaintiffs' first cause of action is brought under Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as a collective action, on behalf of the FLSA Class.

36. Plaintiff and the FLSA class are similarly situated in that they have substantially similar job requirements and pay provisions, and are subject to Prudential's common practice, policy, or plan of unlawfully failing to pay for all

1 hours worked, including pay at overtime rates.

2 37. The names and addresses of the FLSA class are available from
3 Prudential's records. Notice should be provided to the FLSA class as soon as
4 possible.

5 38. Plaintiff Osborne has consented in writing to be a party to this
6 action, pursuant to 29 U.S.C. § 216(b), and agree to be collective action
7 representatives in this matter. A copy of Plaintiffs' consent to join this action
8 were filed in accordance with 29 U.S.C. § 216(b) and are attached to this
9 Complaint as Exhibit "A".

10 39. Plaintiffs bring their second and third cause of action for violations
11 of ERISA as a class action under Rule 23(a), (b)(1) or (b)(2), on behalf of all
12 ERISA Class members.

13 40. The putative ERISA class action is based upon the same conduct
14 engaged in the by Defendant in not paying its call center employees for all
15 compensable work to which they are entitled to under federal law.

16 41. Members of the putative class are so numerous that joinder of all
17 such members is impracticable. Although the exact size of the putative class is
18 unknown, it is believed and alleged that the number of persons employed as call
19 center employees by Prudential is at least 2,000 persons.

20 42. There are common questions of law and fact applicable to the
21 putative class with respect to liability issues, relief issues, and anticipated
22 affirmative defenses. For example, common questions of fact include but are not
23 limited to Prudential's record keeping practices and failure to maintain accurate
24 records of actual time worked and wages earned by Plaintiffs and the ERISA
25 class; and Prudential's liability under ERISA.

26 43. Plaintiffs' claims are typical of the ERISA class. Plaintiffs, like all
27 other ERISA class members, are and were subject to Prudential's policies and
28 practices of misclassifying employees as exempt, failing to record overtime

1 worked, and Prudential's policy and practice of failing to credit all compensation
2 earning or owing as compensation under the 401(k) plan.

3 44. Plaintiff Osborne will fairly and adequately protect the interests of
4 the putative class. Plaintiff Osborne has no conflict with the putative class
5 members. Plaintiff Osborne's counsel possesses the requisite resources and skill
6 to prosecute this case and are experienced in class action litigation.

7 45. Class certification of the second and third causes of action are
8 appropriate under Rule 23(b)(1) because adjudications with respect to individual
9 members of the Class would, as a practical matter, be dispositive of the interests
10 of the other members. In addition or alternatively, class certification of the
11 ERISA class claims are appropriate under Rule 23(b)(2) because Prudential acted
12 or refused to act on grounds generally applicable to the ERISA class, making
13 appropriate declaratory and injunctive relief with respect to Plaintiffs and the
14 ERISA class as a whole.

15 **FIRST CAUSE OF ACTION**

16 **-UNPAID OVERTIME COMPENSATION-**

17 46. Plaintiffs reallege and incorporate by reference all allegations in all
18 preceding paragraphs.

19 47. At all relevant times, Plaintiffs and other similarly situated current
20 and former employees were engaged in commerce and/or the production of goods
21 for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

22 48. At all relevant times, Plaintiffs and others similarly situated are or
23 were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a) in that
24 they were engaged in commerce and or the production of goods for commerce
25 within the meaning of 29 U.S.C. §§ 206(a) and 207(a) and were employed by
26 Prudential.

27 49. Prudential was and is an employer subject to the overtime wage
28 provisions of §§ 201 et seq. of the FLSA.

1 50. Prudential has failed to pay Plaintiffs and other similarly situated
2 current and former employees the overtime wages at the statutorily required rate
3 because it has failed to include all compensation, inclusive of incentive pay, into
4 the regular rate of pay for all hours worked in excess of forty (40) in one
5 workweek, to which they were entitled under 29 U.S.C. § 207(e).

6 51. The FLSA class is entitled to damages equal to the amount of all
7 uncompensated time, including overtime premium pay within the three years
8 preceding the filing of this complaint, plus periods of equitable tolling.
9 Prudential's failure to pay overtime to the FLSA class was "willful" within the
10 meaning of Section 6(a) of the Portal-to-Portal Pay Act, as amended, 29 U.S.C. §
11 255(a), because Prudential did not act in good faith in failing to pay proper
12 overtime pay, and had no reason to believe that its failure to do so was not a
13 violation of the FLSA, within the meaning of Section 11 of the Portal-to-Portal
14 Act, as amended, 29 U.S.C. § 260. Accordingly, the FLSA Class is entitled to an
15 award of liquidated damages in an amount equal to the amount of unpaid
16 overtime pay described above, pursuant to Section 16(b) of the FLSA.
17 Alternatively, should the Court find that Prudential did not act willfully in failing
18 to pay overtime pay, the FLSA employees are entitled to an award of pre-
19 judgment interest at a the applicable legal rate. Reasonable attorneys' fees and
20 costs, pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), should also be
21 awarded.

22 52. Pursuant to 29 U.S.C. 216(b), Plaintiffs herein allege that on behalf
23 of themselves and the FLSA class that they are entitled to unpaid wages and
24 overtime premiums from Defendant for work performed and which was not paid,
25 as required by law, and entitled to liquidated damages, prejudgment interest,
26 attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 201, et
27 seq.

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SECOND CAUSE OF ACTION

-Violations of the Employee Retirement and Income Security Act (ERISA)-

53. Plaintiffs reassert and reallege the allegations set forth in the preceding paragraphs.

54. ERISA § 209(a)(1), 29 U.S.C. § 1059(a)(1), requires that an employer which sponsors an employee benefit plan maintain records with respect to each of its employees sufficient to determine the benefits due or which may become due to such employees.

55. On information and belief, Prudential's 401(k) plan is an employee benefit plan within the meaning of ERISA § 3(2), 29 U.S.C. § 1002(2), and an employee benefit plan within the meaning of ERISA § 3(3), 29 U.S.C. § 1002(3).

56. Pursuant to the terms of the 401(k) plan, Plaintiff and the class' rights to share in the contributions of the plan are dependent, in part, on their total compensation, which, upon information and belief, is defined by the Plans governing instrument to include, among other things, employee's overtime wages.

57. By its failure to accurately record and report all of the hours worked by Plaintiff and members of the prospective ERISA class, Prudential has failed to maintain records with respect to each of its employees sufficient to determine the benefit accrual rights of the 401(k) plan participants, in violation of ERISA § 209(a)(1), 29 U.S.C. § 1059(a)(1).

58. In order to remedy the violation of ERISA by Prudential, Plaintiff on behalf of herself and members of the ERISA Class seek injunctive relief, and such other equitable relief as the Court deems just and proper, as provided by Section 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3).

59. Plaintiff, on behalf of herself and members of the ERISA class, seek recovery of their attorneys' fees and costs of action to be paid by Prudential, as provided by Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g)(1).

THIRD CAUSE OF ACTION

Violations of the Employee Retirement and Income Security Act (ERISA)

– Breach of Fiduciary Duty–

60. Plaintiff reasserts and realleges the allegations set forth in the preceding paragraphs.

61. ERISA § 404(a)(1), requires that employee benefit plan fiduciaries discharge their duties with respect to the plan solely in the interests of the participants and beneficiaries, and inter alia, 1) for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administration; (2) with the care, skill, prudence, and diligence under the circumstances that a prudent person acting in a capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (3) in accordance with the documents and instruments governing the Plan.

62. On information and belief, the governing instrument of the 401(k) Plan confers on Prudential discretionary authority, responsibility, or control with respect to the crediting of compensation, thereby rendering Prudential a fiduciary in that regard.

63. On further information and belief, Prudential has exercised actual discretionary authority, responsibility, or control in determining what compensation would and would not be credited under the 401(k) Plan. By reason of the exercise of such discretion, Prudential has been a fiduciary of that Plan with respect to the crediting of compensation.

64. Pursuant to ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3), Plaintiff on behalf of herself and all members of the ERISA Class seek an injunction requiring Prudential to credit all members of the ERISA class with compensation under the 401(k) Plan for all of the past and future work, including overtime work, performed by those class members and any other equitable relief as this

1 Court deems appropriate.

2 65. Plaintiff, on behalf of herself and members of the ERISA Class, seek
3 recovery of their attorneys' fees and costs of action to be paid by Prudential, as
4 provided by Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g)(1).

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff Dominique Osborne, on behalf of herself and all
7 other similarly situated FLSA Class members respectfully request that this Court
8 grant the following relief:

9 **FIRST CAUSE OF ACTION**

10 ***-FLSA CLASS-***

- 11 a. Designation of this action as a collective action on behalf of the
12 FLSA Class members and prompt issuance of notice pursuant to 29
13 U.S.C. § 216(b) to all similarly situated members of an FLSA opt-in
14 class, apprising them of the pendency of this action, permitting them
15 to assert timely FLSA claims in this action by filing individual
16 Consents to Sue pursuant to 29 U.S.C. § 216(b);
- 17 b. Appointing Plaintiffs and their counsel to represent the FLSA Class
18 Members;
- 19 c. An award of unpaid compensation due the FLSA;
- 20 d. An award of unpaid overtime compensation due under the FLSA;
- 21 e. An award of liquidated and/or punitive damages as a result of
22 Prudential's willful failure to pay overtime compensation pursuant
23 to 29 U.S.C. § 216;
- 24 f. An award of prejudgment and post-judgment interest;
- 25 g. An award of costs and expenses of this action together with
26 reasonable attorneys' and expert fees; and
- 27 h. Such other and further relief as this Court deems just and proper.

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SECOND & THIRD CAUSE OF ACTION**-ERISA CLASS-**

WHEREFORE, Plaintiff Dominique Osborne, on behalf of herself and all members of the ERISA Class, pray for relief as follows:

- a. Certification of this action as a class action on behalf of the proposed ERISA Class;
- b. Designation of Named Plaintiffs as Representatives of the ERISA Class;
- c. A declaration that the practices complained of herein violate ERISA § 209(a), 291 U.S.C. § 1129(a);
- d. Appropriate equitable and injunctive relief to remedy Prudential's violations of ERISA § 209(a);
- e. A declaration that Prudential has breached its fiduciary duties by failing to credit the Plaintiff and the ERISA Class with compensation for all work performed, as required by ERISA and the terms of the 401(k) Plan;
- f. An order requiring that Defendant remedy its breaches of fiduciary duty by crediting Plaintiff and the ERISA Class with compensation for all of their past, present and future uncompensated work;
- g. Attorneys' fees and costs of suit, including expert fees; and
- h. For any other and further relief the Court may deem just and equitable.

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

DATED: April 5, 2010

TEEPLE HALL, LLP

By: 

Grant G. Teeple, Esq.
Gregory M. Garrison, Esq.
Jason N. Black, Esq.
Attorneys for Plaintiff,
DOMINIQUE OSBORNE

Teeple Hall, LLP

Teeple Hall, LLP

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Exhibit “A”

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Attorneys for Plaintiff, DOMINIQUE OSBORNE, et al.

**UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA**

DOMINIQUE OSBORNE, on her own behalf
 and on behalf of a class of similarly situated
 persons pursuant to F.R.C.P. 23 and 23 U.S.C.
 §216, and on behalf of the General Public,

Plaintiffs,

vs.

THE PRUDENTIAL INSURANCE COMPANY
 OF AMERICA, a New Jersey Corporation,

Defendant.

CASE NO.

**CONSENT TO BECOME PARTY
 PLAINTIFF**

UNDER 16(b) OF THE FAIR LABOR
 STANDARDS ACT, 29 U.S.C. § 216(b)

(PROPOSED COLLECTIVE ACTION)

Judge:

I hereby consent, agree, and opt-in to become a "party plaintiff" in this action, seeking payment of unpaid wages under Federal law, including overtime wages, and related relief against my employer(s) including any individual(s) who may be considered my employer(s), on behalf of myself and other similarly situated former and current employees of the employer(s).

I understand and acknowledge that this lawsuit is being brought under the Fair Labor Standards Act of 1938 ("FLSA") to secure unpaid regular and overtime wages, liquidated damages, attorney's fees, costs, and other relief arising out of my employment with the Defendant(s). I hereby designate the Plaintiffs' attorneys to represent me in this action.

Signature:



Dominique Osborne

Teeple Hall, LLP

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge John F. Walter and the assigned discovery Magistrate Judge is Carla Woehrle.

The case number on all documents filed with the Court should read as follows:

CV10- 2465 JFW (CWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Gregory M. Garrison, Esq. SBN 165215
 Jason N. Black, Esq. SBN 256261
 TEEPLE HALL, LLP
 9255 Towne Centre Drive, Suite 500
 San Diego, CA 92121

"VIA FAX"

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

DOMINIQUE OSBORNE, on her own behalf and on
 behalf of a class of similarly situated persons pursuant
 to FRCP §23 and 23 USC §216 and *on behalf*
of the general public PLAINTIFF(S)
 v.

CASE NUMBER

CV10 2465 JFW (CWx)

THE PRUDENTIAL INSURANCE COMPANY OF
 AMERICA, a New Jersey Corporation

SUMMONS

DEFENDANT(S).

TO: DEFENDANT(S): THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey Corporation

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, TEEPLE HALL, LLP, whose address is 9255 Towne Centre Drive, Suite 500, San Diego, CA 92121. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

APR - 5 2010

Dated: _____

By: _____

CHRISTOPHER POWERS

Deputy Clerk

SEAL

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

"VIA FAX"

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> DOMINIQUE OSBORNE, on her own behalf and on behalf of a class of similarly situated persons pursuant to FRCP §23 and 23 USC §216 and on behalf of the General Public;		DEFENDANTS THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey Corporation	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Gregory M. Garrison, Esq.; Jason N. Black, Esq.; Grant G. Teeple, Esq. TEEPLE HALL, LLP 9255 Towne Centre Drive, Suite 500, San Diego, CA 92121		Attorneys (if Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ TBD at Trial

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) FLSA, 29, U.S.C. §201 et seq.; ERISA §209(a)(1), 29 U.S.C. §1059(a)(1); ERISA §404(a)(1)

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITION <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition TORRENTIUM PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPRIETARY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) (405(g)) <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV10 2465

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Dominique Osborne, Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	The Prudential Insurance Company of America, a New Jersey corporation authorized to do business in the State of California.

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date April 5, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))